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18 HING TSANG

19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA
21

22 SPECULATIVE PRODUCT DESIGN,
23 INC., dba SPECK PRODUCTS, a
24 California Corporation,

25 Plaintiff,

26 vs.

27 HING TSANG, an Individual, et al.,
28

Case No.: CV11-01604 ODW (VBKx)

**~~PROPOSED~~ ORDER RE
STIPULATION TO SET ASIDE
ENTRY OF DEFAULT
~~JUDGMENT~~ AND FOR
PERMANENT INJUNCTION
AGAINST DEFENDANT HING
TSANG**

JS-6
* note changes made *
by the Court.

1 Defendants

[File concurrently herewith
Stipulation to Set Aside Entry of
Default Judgment and for
Permanent Injunction Against
Defendant Hing Tsang]

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5 The Court, pursuant to the Stipulation To Set Aside Entry of Default
6 ~~Judgment~~ and for Permanent Injunction Against Defendant Hing Tsang
7 ("Stipulation"), between Plaintiff SPECULATIVE PRODUCT DESIGN, INC.,
8 dba SPECK PRODUCTS ("Plaintiff"), on the one hand, and Defendant HING
9 TSANG ("Defendant"), on the other hand, hereby ORDERS, ADJUDICATES and
10 DECREES as follows:

11 1. Default ~~Judgment~~ entered by the Clerk against Defendant on April 22,
12 2011, is hereby VACATED;

13 2. PERMANENT INJUNCTION. Defendants and any person or entity
14 acting in concert with, or at the direction of him, including any and all agents,
15 servants, employees, partners, assignees, distributors, suppliers, resellers and any
16 others over which he may exercise control, are hereby restrained and enjoined,
17 pursuant to 15 U.S.C. §1116, from engaging in, directly or indirectly, or
18 authorizing or assisting any third party to engage in, any of the following activities
19 in the United States and throughout the world:

20 a. copying, manufacturing, importing, exporting, marketing,
21 selling, offering for sale, distributing or dealing in any product or service that uses,
22 or otherwise making any use of, any Plaintiff's Speck® and Candyshell®
23 trademarks, and/or any intellectual property that is confusingly or substantially
24 similar to, or that constitutes a colorable imitation of, any of Plaintiff's Speck®
25 and Candyshell® trademarks, whether such use is as, on, in or in connection with
26 any trademark, service mark, trade name, logo, design, Internet use, website,
27 domain name, metatags, advertising, promotions, solicitations, commercial
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1 exploitation, television, web-based or any other program, or any product or service,
2 or otherwise;

3 b. performing or allowing others employed by or representing him,
4 or under his control, to perform any act or thing which is likely to injure Plaintiff,
5 any Plaintiff's Speck® and Candyshell® trademarks, and/or Plaintiff's business
6 reputation or goodwill;

7 c. engaging in any acts of federal and/or state trademark
8 infringement, false designation of origin, unfair competition, dilution, or other act
9 which would tend damage or injure Plaintiff; and/or

10 d. using any Internet domain name or website that includes any
11 Plaintiff's trademarks, including the Speck® and Candyshell® marks.

12 3. Defendant is ordered to deliver immediately for destruction all
13 unauthorized products, including counterfeit Speck® and Candyshell® products
14 and related products, labels, signs, prints, packages, wrappers, receptacles and
15 advertisements relating thereto in his possession or under his control bearing any
16 of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,
17 copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,
18 matrices and other means of making the same, to the extent that any of these items
19 are in Defendant's possession.

20 4. The Court finds there is no just reason for delay in entering this
21 Permanent Injunction and, pursuant to Rule 54(a) of the *Federal Rules of Civil*
22 *Procedure*, the Court directs immediate entry of this Permanent Injunction against
23 Defendant.

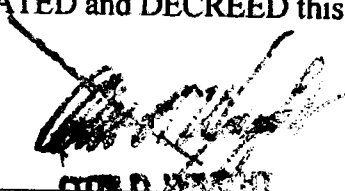
24 5. After VACATING the default ~~judgment~~ against Defendant and the
25 entry of permanent injunction against Defendant, the Court hereby DISMISSES,
26 without prejudice, Plaintiff's claims against Defendant, pursuant to Rule
27 41(a)(1)(A)(ii) of the *Federal Rules of Civil Procedure*.

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6. NO FEES AND COSTS. Each party shall bear its own attorneys' fees and costs incurred in this matter.

IT IS SO ORDERED, ADJUDICATED and DECREED this 23rd day of June, 2011.



HON. OTIS D. WRIGHT II
United States District Judge for the Central
District of California